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Employer Name: **Carle Place Union Free School District**

Union: **Carle Place Administrators Association**

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AD1/4695

PROFESSIONAL AGREEMENT

-between-

CARLE PLACE ADMINISTRATORS' ASSOCIATION

-and-

BOARD OF EDUCATION

CARLE PLACE UNION FREE SCHOOL DISTRICT

NASSAU COUNTY, NEW YORK

July 1, 2008 – June 30, 2012

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

This contract covers
0.5 (five)
employees.

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AGREEMENT made and entered this 15th day of July, 2008, by and between the BOARD OF EDUCATION, CARLE PLACE UNION FREE SCHOOL DISTRICT, Town of North Hempstead, Nassau County (hereinafter referred to as the "Board") and the CARLE PLACE ADMINISTRATORS' ASSOCIATION (hereinafter referred to as the "CPAA").

WHEREAS, the Board and the CPAA wish to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Civil Service Law, Article XIV) and to encourage and increase the effective and harmonious working relationships between the Board and its administrative employees represented by the CPAA, and WHEREAS, the Board and the CPAA recognize and declare that providing the finest quality education for the children of Carle Place in their mutual aim and purpose: NOW, THEREFORE, in furtherance of said aim and purpose, it is mutually agreed by and between the parties as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the CPAA as the exclusive bargaining agent and representative for all Principals and Assistant Principals, (hereinafter referred to as "Administrators") who are employed by the Carle Place Union Free School District.

ARTICLE II

WORKING RELATIONSHIPS

1. This Agreement has been developed in the atmosphere of mutual trust and confidence on the part of the Board and the CPAA.
2. Copies of this Agreement shall be distributed to each administrator not later than sixty (60) days after the final Agreement is executed by the parties hereto. The cost of printing the copies shall be shared equally by the Board and the CPAA.
3. The Board shall deduct CPAA dues from the salary of members when authorized in writing.

ARTICLE III

RESPONSIBILITIES OF ADMINISTRATORS

1. Each administrator shall perform the duties and responsibilities of his/her respective office as set forth in his/her job description.
2. No change shall be made in any present job description and working condition without prior consultation and mutual agreement with the individual concerned.
3. The administrator shall perform such duties as may reasonably be required by the Superintendent of Schools for the efficient administration of the educational program in the School District.

ARTICLE IV

CONDITIONS OF EMPLOYMENT

1. Work Year

All administrators will work eleven (11) months. The period to be worked (one month) during the summer months of July and August will be approved by the Superintendent of Schools by June 1st of each school year.

The work schedule shall parallel the instructional school calendar for teachers with respect to Thanksgiving, Christmas, Winter, Easter and other school holiday recesses.

2. Vacation Days

Vacation days may not be accrued.

3. Sick Leave

All administrators shall have seventeen (17) days of sick leave per year. All unused leave shall be accumulated to three hundred (300) days. Beginning with July 1, 1971, accumulated leave days shall be paid at twenty (20%) percent of the accumulated days upon retirement. Upon retirement compensation will be at 1/220th of current salary per day.

4. Bereavement Leave

Absences for bereavement (immediate family) shall be allowed on an incidence basis subject to the approval of the Office of Superintendent. The term Immediate Family shall be defined as husband, wife, mother, father, son, brother, sister, daughter, grandfather or grandmother of either the administrator or his/her spouse.

5. Infant Care Leave

Upon written request at least thirty (30) days in advance, except where advance notice is not possible, administrators will be granted a leave of absence, without pay, not to exceed two (2) years' duration for the care of a newly born infant or adopted child or in preparation for same.

Upon return from said leave, they shall be advanced to the next step on the salary scheduled, when applicable, but the time on leave shall not apply to any longevity career increment calculations.

Such leave shall be without pay or other employee benefits, except that the administrators may, at their own cost and expense, continue as an enrolled member of a group benefit plan.

Insofar as possible, such leave shall commence at either the end of the school year or at the end of the semester, or at a time the Superintendent determines meets the needs of the children. Such leaves shall terminate on September 1 of the new school year. Such leaves are available to all administrators.

Individuals on unpaid leave for infant care shall notify the district of their intention to return to work in September, by May 1st of that year.

6. Jury Duty

The administrator called to jury service shall request "on-call" jury service where such an option is available.

Absence for jury duty shall not be regarded as absence from duty but as a nonattendance. Such days of absence are not deducted from an administrator's leave days.

In the case of employees required to be absent for jury duty, there shall be deducted from the salary of each nonattendance an amount equal to the per

diem sum, excluding mileage, which he/she is entitled to receive from the appropriate government agency for his/her performance of such jury duty.

Any administrator who intends, or is required to be in such nonattendance, shall give to the Superintendent of Schools at least two days' notice, in writing, of such proposed nonattendance. The administrator shall forward such notice to the Office of the Assistant Superintendent for Business for appropriate payroll deductions.

7. Benefits

a. Health Insurance

The Board of Education agrees to remain a participating member of the Empire Health Insurance Program. Effective July 1, ~~2007~~, unit members shall contribute 12.5% of the cost of premiums for individual and/or family health insurance coverage per employee, per year. The Board of Education shall contribute the remainder of the cost of the health plan. Unit members shall be permitted to continue to participate in the District's plan pursuant to Section 125 of the Internal Revenue Code. Health insurance for part-timers should be as follows:

- a. 3/5 or more administrative position = 12.5% for individual and/or family coverage, the remainder to be paid by the Board of Education.
- b. 2/5 = 50% contribution
- c. 1/5 = no health benefit

If an administrator elects HMO coverage, the Board will contribute the same rate of contribution it contributes to the cost of the Empire Health Insurance Plan, with the same unit member contribution, and the unit member will pay any remaining difference in cost, if any.

Health Insurance Declination:

- a. The District shall provide notice of an annual "window" period during which an administrator may opt to receive or decline family coverage. A change in status may be made only during this window period.
- b. If an administrator elects to discontinue the family health coverage for the following year the administrator shall receive a bonus payment on the anniversary date of the withdrawal. The amount of bonus shall be equal to \$4165 per family.

- c. The administrator shall have an option annually during the window period to withdraw or reinstitute family coverage but the bonus shall be paid only if the administrator withdraws from such coverage for a year.
 - d. If an unpaid leave is granted during the period of declination, 1/220th of the bonus will be deducted for each day of unpaid leave.
- b. Welfare Fund
- The District shall contribute to the CPTA Welfare Fund the same amount the District contributes for teachers under the teachers' collective bargaining agreement.
- c. Life Insurance
- The District will pay for a \$50,000 whole life policy.
- d. Personal Property Protection
- The District agrees to indemnify unit members up to a maximum of \$500 towards the deductible on coverage for a loss involving the unit member's automobile, which loss results from official duty based on authorization or assignment.

ARTICLE V

LEAVES OF ABSENCE

Leaves of absence may be granted at the sole discretion of the Board.

ARTICLE VI

COMPENSATION

A. Base Salary

Base Salary: increase the salaries year 1 by \$2,000 and 3.5%, year 2 by \$2,000 and 3.5%, year 3 by \$1,500 and 3.5%, and year 4 by \$1,500 and 3.5%.

B. Longevity Increments

1. A \$1,100 increment shall be awarded to each administrator at the 15th year of credited* service.
2. An additional \$1,100 increment shall be awarded to each administrator at the 20th through 24th years of credited* service and an additional \$1,100 at the 25th through 29th years of credited service.

* Credited service is interpreted to be the number of years used to establish salary and/or experience agreed to at the time of the appointment to the Carle Place School District, with the understanding that private/parochial experience is granted one (1) year of credit for every two (2) years of service.

3. An additional \$1,100 increment shall be awarded to each administrator beginning at the 30th year of credited service.
4. An additional \$1,100 increment shall be awarded to each administrator who has completed 25 years of satisfactory service in the Carle Place School District.

C. 403(b) Tax Sheltered Annuity Plan

Unit members shall be permitted to participate in a 403(b) non-elective plan with a no-cash option pursuant to separate Memoranda of Agreement including hold harmless and indemnification provisions in favor of the District, between the union and the District, and the fund providers and the District, as accepted and approved by the District's 403(b) administration firm.

D. Tuition Reimbursement for Non-Resident Students

- a. Children of all unit members on staff as of June 3, 1998 may attend the District's schools tuition-free.
- b. Children of all unit members hired on or after June 4, 1998, may attend the District's schools upon payment of 30% of the tuition rate.

E. Tuition Payments

- a. The District agrees to provide tuition reimbursements for course work and study in all courses required by the Board of Education, exclusive of certification needs.

- b. The District shall reimburse each Administrator the cost of the tuition of required courses as soon as satisfactory legal evidence is produced that the Administrator has completed the course satisfactorily.

ARTICLE VII

NEGOTIATION PROCEDURES

1. Negotiations for a successor agreement shall be commenced at any time upon the request of either party. A mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following such request. In any given year, such request shall be made not earlier than November 1 nor later than December 1, except by mutual consent. A tentative list of items for negotiations shall be submitted in writing by each party to the other at least one (1) week prior to the first meeting.
2. Following the initial meeting, such additional meetings shall be held until the parties reach an agreement, or until an impasse is reached.
3. In the event that impasse is rejected, the procedures of the Taylor Law will be followed.

ARTICLE VIII

GRIEVANCE MACHINERY

The existing grievance policy for professional personnel shall apply to all members.

ARTICLE IX

TAYLOR LAW CLAUSE

IN ACCORDANCE WITH ARTICLE XIV OF THE CIVIL SERVICE LAW, SECTION 204-a, IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE X

PROTECTION OF ADMINISTRATORS

- a. Administrators shall report immediately in writing to the Office of the Superintendent all cases of assault suffered by them in connection with their employment. The Office of the Superintendent shall acknowledge receipt of such report in writing.
- b. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the Administrator for information in its possession not privileged under law which relates to the incident or the persons involved.
- c. The School District agrees to provide legal counsel to defend any administrator in any action arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, providing such administrator, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board.
- d. If criminal or civil proceedings are brought against an administrator alleging that he/she committed an assault in connection with his/her employment, the school District shall furnish legal counsel to defend him/her in such proceedings, in accordance with New York Education Law §3023 and 3028.
- e. Whenever an administrator is absent from school as a result of personal injury caused by assault or any other personal injury compensable under New York Workers' Compensation Laws, caused by an assault arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Workers' Compensation award for temporary disability due to the said assault injury for the period for which such salary is paid.

The Board shall have the right to have the administrator examined by a physician designated by the Board for the purpose of establishing the length of time during which the Administrator is temporarily disabled from performing his/her duties; and, in the event that there is no adjudication in the appropriate Workers' Compensation proceeding for the period of

temporary disability, the opinion of the said physician as to the said period shall control.

- f. The Board of Education assumes responsibility for any assault to the administrator or his/her person while acting in the discharge of his/her duties or within the scope of this employment or under the direction of the Board of Education or its designee. When absence arises out of or from such assault or injury, the administrators shall not forfeit any sick leave or personal leave. Any claim, demand, suit, or judgment arising from such assault or injury shall be honored by the Board of Education.
- g. Administrators shall report immediately in writing to the Office of the Superintendent all incidents of damage, destruction, or theft of school property or administrator's personal property. The Office of the Superintendent shall acknowledge receipt of such report in writing.
 - 1. Such report shall be forwarded through the Superintendent to the Board which shall consider said administrator's request for reimbursement for damage, destruction or theft and shall award reasonable compensation under the District insurance policies in force, providing such administrator, at the time of the incident, was acting in the discharge of his/her duties within the scope of his/her employment.
 - 2. The Board of Education shall save all administrators harmless from any and all liability to third persons arising from any act whatsoever committed by the administrator within the scope of his/her employment under the district insurance policies in force.

ARTICLE XI

DURATION

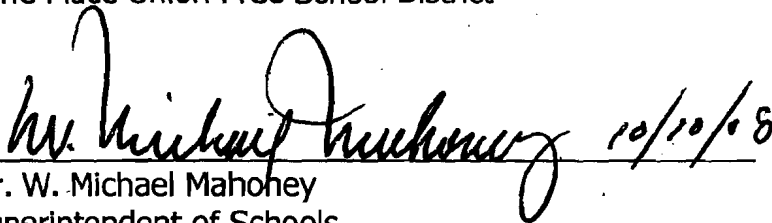
The terms of this agreement shall be from July 1, 2008 through June 30, 2012.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the

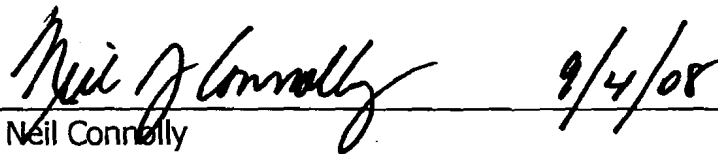
10th day of October 2008.

 10/12/08

Mr. John DiFrisco
President
Board of Education
Carle Place Union Free School District

 10/10/08

Mr. W. Michael Mahoney
Superintendent of Schools
Carle Place Union Free School District

 9/4/08

Mr. Neil Connolly
President
Carle Place Union Free School District
Administrators' Association

Schedule A					
Administrator Salaries					
<u>NAME</u>	<u>2007 - 08</u>	<u>2008 - 09</u>	<u>2009 - 10</u>	<u>2010 - 11</u>	<u>2011 - 12</u>
		4.7			
N. Connolly	\$ 161,522	\$ 169,245	\$ 177,238	\$ 184,994	\$ 193,022
S. Folkson	\$ 144,093	\$ 151,206	\$ 158,568	\$ 165,670	\$ 173,021
M. Manfredi	\$ 144,093	\$ 151,206	\$ 158,568	\$ 165,670	\$ 173,021
			5.0		
S. Katz	\$ 124,005	\$ 130,415	\$ 137,050	\$ 143,399	\$ 149,970
G. Baratta	\$ 121,680	\$ 128,009	\$ 134,559	\$ 140,821	\$ 147,302